159. But the court reasons that as the real property passed at once to the heirs-at-law, and could be assets in the hands of the administrator only when taken possession of for the payment of debts, the administrator, therefore, did not occupy a fiduciary relation to the property. *Hill v. Mitchell,* 5 Ark. 608; *Noon* v. *Finnegan,* 29 Minn. 418, 13 N. W. 197; *Sloggy v. Dilworth,* 38 Minn. 179, 36 N. W. 451; 8 Am. St. Rep. 656.

The dissenting opinion protests vigorously against the decision of the court, and holds that the profits of the transaction clearly belonged to the heirs-at-law. And the weight of authority would seem to support this view. *Foster v. Brown,* 3 Rich. L. (S. C.) 254; 11 Am. & Eng. Enc. Law, 1020.

EVIDENCE—HEARSAY—COURT AND JURY.—IVES v. ELLIS ET AL., 62 N. E. 138 (N.Y.), —*Held,* that letters setting forth opinions for or against one of the parties are inadmissible as hearsay evidence, for the charge of the trial judge, that such letters be considered by the jury as merely showing a correspondence between parties and statements therein be disregarded, cannot destroy the prejudice already created. O'Brien and Cullen, J. J., *dissenting.*

This decision is very important, in that it departs from previous rulings of New York courts and strict rules of evidence, and tends towards better and broader principles of law. *Gall. v. Gall,* 114 N. Y. 109; *Holmes v. Moffat,* 120 N. Y. 159; *People v. Priori,* 164 N. Y. 469, hold the opposite view.

GAMING CONTRACT—PURCHASE FOR FUTURE DELIVERY—STATE STATUTE—PUBLIC POLICY.—PARKER ET AL v. MOORE, 111 FED. 470 (S. C.).—A South Carolina statute declares void a contract for future delivery, unless it is the intention of both parties that the article shall be delivered and received at the date specified. *Held,* that a broker advancing margins cannot recover from his principal who testifies that he did not intend an actual delivery, and that a state is final judge of its own public policy.

The purpose of this statute is to destroy utterly dealing in "futures." It goes behind the acts to the sworn intention of the parties.

In determining what is public policy as regards the restraints of trade the court limits itself to the constitution, laws, and judicial decisions of the State itself. Safety in this pursuit lies only in avoiding general considerations, personal views of political faith or religious dogma and following closely concrete opinion as formulated in public law. *Vidal v. Girard's Ex's.,* 2 How. 197; *Swann v. Swann,* 21 Fed. 299.

INSURANCE—CONDITIONS OF POLICY—SUICIDE.—LATIMER v. SOVEREIGN CAMP, WOODMEN OF THE WORLD, 40 S. E. Rep. 155 (S. C.).—A benefit certificate was issued by the defendant in favor of the plaintiff upon the life of her husband who died while a member of said order. The conditions of said policy having a direct bearing on the facts in issue are, * * * (3) "death by the hand or act of the assured, whether sane or insane; (4) death by the hand of the beneficiary, except by accident." The question presented for the consideration of the court was, whether such policy with said condition was void as against public policy.

Held, a clause in a benefit certificate excepting insurer from liability where insured's death was caused by "his own hand or act whether sane or insane" is not void as against public policy. McIver, C. J., and Gary, A. J., dissenting.